

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
KANSAS CITY DIVISION

CARGO FOCUS
INTERNATIONAL CO., LTD.

Plaintiff,

v.

JET MIDWEST, INC.

Defendant.

Service: Christopher W. Boyd, Esq.
Registered Agent Jet Midwest, Inc.)
Law Offices of Christopher Boyd)
7509 NW Tiffany Springs Pkwy)
Suite 300)
Kansas City, MO 64153)

Case No. _____

COMPLAINT

COMES NOW Cargo Focus International Co., Ltd. (hereinafter referred to as “Cargo Focus”), by and through Counsel, and for its Complaint against Jet Midwest, Inc. (hereinafter referred to as “Jet Midwest”) states as follows:

Parties

1. Cargo Focus is a foreign corporation whose address is 36/93 RK Biz Center, Motorway Road, Klongsongtonnon, Latkrabang, Bangkok 10520 Thailand.
2. Cargo Focus is engaged in the arranging for and the performance of transportation services as an international freight forwarder.
3. Jet Midwest is a Kansas corporation whose principal business address is 9200 NW 112th St., Kansas City, MO 64153.

4. Jet Midwest's agent for service of process is The Corporation Company, Inc. whose address is 112 Southwest 7th St., Suite C, Topeka, KS 66603.

Jurisdiction and Venue

5. This Court has subject matter jurisdiction over the instant action pursuant to 28 U.S.C. 1332.

6. The amount in controversy in this matter is in excess of \$75,000 exclusive of interest and costs.

7. Pursuant to 28 U.S.C. 1391(b) venue is proper in this district and division in that Defendant resides and does business in Kansas City, Missouri.

Breach of Transportation Contracts

8. Plaintiff Cargo Focus restates and reincorporates the allegations contained in Paragraphs 1 through 7 as though fully set forth herein.

9. Between July and August 2019, Cargo Focus was contracted by Jet Midwest to arrange for the transportation of engines from Thailand to Jet Midwest in Kansas City, Missouri. See Appendix A, copy of invoices and underlying paperwork.

10. Cargo Focus has transported or arranged for the transportation of each of the shipments and all were delivered to the designated consignee, Midwest Jet, without damage or delay.

11. Jet Midwest enjoyed the economic benefit of Cargo Focus' services and is liable for payment.

12. Cargo Focus invoiced Jet Midwest for its services in the total amount of \$122,446.78. See Appendix A.

13. Jet Midwest has accepted each of these invoices without objection or protest.

14. Despite due demand, Jet Midwest has failed to make payment.

WHEREFORE, Plaintiff Cargo Focus International Co., Ltd. prays to the Court for judgment as follows:

- (1) That Cargo Focus International Co., Ltd. be awarded \$122,446.78 for otherwise identified and unpaid charges; and
- (2) Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

/s/ Robert J. Linhares

Robert J. Linhares, FBN 35679MO
N. Gregory Beachem, FBN 43357MO
Rebman, Linhares & Beachem, PC
165 North Meramec Ave., Suite 310
St. Louis, MO 63105
Tel: 314-725-1118
Fax: 314-725-1026
bob@rlblaw.net
greg@rlblaw.net

John T. Husk, Esq.
Law Office of Seaton & Husk, LP
2240 Gallows Road
Vienna, VA 22182
Tel: 703-573-0700
Fax: 703-573-9786
johnhusk@aol.com

*Counsel for Cargo Focus
International Co., Ltd.*